



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDCT FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

AC testified on behalf of the landlord in this hearing, and had full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' application for dispute resolution ('application') and evidence, which was served by way of registered mail on June 4, 2018. In accordance with sections 88, 89, and 90 of the *Act*, I find that the landlord was deemed served with the tenants' application and evidence. The landlord did not submit any written evidence for the hearing.

At the beginning of the hearing the landlord indicated that they were cancelling the 10 Day Notice dated June 1, 2018 as the tenants have paid the June 2018 rent and utilities. As the landlord was no longer seeking an end to this tenancy based on the 10 Day Notice, this portion of the tenants' application was cancelled.

Issues(s) to be Decided

Are the tenants entitled to a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement?

Are the tenants entitled to an order for the landlord to comply with the *Act*.

Are the tenants entitled to recover the filing fee for this application?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This tenancy began on April 1, 2014. Both parties confirmed that monthly rent is currently set at \$1,400.00, payable on the first of the month. The tenants are still residing at the home.

The tenants are making a monetary claim for one month's rent for the multiple attempts by the landlord to cause them distress during this tenancy. The tenant NG confirmed that he did apply and was successful in the same monetary claim, which was granted on June 14, 2018, he testified that he had filed this application before a decision was rendered on June 14, 2018. The tenant NG testified that he wished to continue this monetary application as the landlord has continued to harass them.

The tenants provided the same background and testimony as they did for their previous application for why they are seeking monetary compensation. The tenants provided a list of previous decisions that were in favour of the tenants, which the tenants testified supports the fact that the landlord was simply using the Notices to End Tenancies as a harassment tactic.

The landlord responded that the tenants were already granted this compensation on June 14, 2018.

Analysis

The tenants made a monetary claim in the amount of \$1,400.00 in compensation for the landlord's actions during this tenancy.

The landlord replied in the hearing that a decision was already made by an Arbitrator regarding the same claim, and the tenants were granted compensation on June 14, 2018. I have reviewed the previous decision dated June 14, 2018, and I find that this matter had already been decided. A decision was already made to grant the monetary claim by the tenants, after a hearing on June 13, 2018 by the Arbitrator, who happens to me. That decision referred to the same circumstances and monetary amount. The tenant NG

admitted that he had filed this application on June 4, 2018 before a decision was made on June 14, 2018 regarding his previous monetary application for the same amount.

This is therefore a second application for compensation related to the same issues. I therefore find that this current application is *res judicata* meaning the matter has already been conclusively decided and cannot be decided again. Accordingly, I dismiss the tenants' application.

As the tenants had not provided sufficient evidence to support how the landlord has failed to comply with the *Act* or tenancy agreement, the tenants' application for the landlord to comply with the *Act* or tenancy agreement is dismissed.

As the tenants were not successful in their application, the application for recovery of the filing fee is dismissed without leave to reapply.

Conclusion

The landlord cancelled the 10 Day Notice dated June 1, 2018. Accordingly, the tenant's application to cancel the 10 Day Notice was cancelled, and the tenancy will continue until ended in accordance with the *Act*.

I find that the monetary application is *res judicata* and cannot be decided again. Accordingly, I dismiss the tenants' monetary application without leave to reapply.

The remaining portion of the tenants' application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 23, 2018

Residential Tenancy Branch